IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.4107 OF 2006
IN
SUIT NO.3896 OF 2000

Ramesh Bhisham Gajra and others ..Plaintiffs

V/s.

Gajra Investments Pvt.Ltd.and others ..Defendants

Ms.Pratibha Mehta i/b. M/s.Little & Co. for the plaintiffs
Mr.F. Sayyed i/b. M/s. M.K.Ambalal for the defendant Nos.1 to 4
Ms.Gaurav Joshi i/b. M/s.Crawford Bayley & Co. for the defendant No.5

CORAM : S.A.BOBDE, J.

DATE : 31ST JANUARY, 2007

P.C.

1. Plaintiffs and defendants have filed consent terms, settling the dispute between them. The learned counsel for the defendant Nos.1 to 4 and 5 state that the defendant No.5 is entitled to make a commitment only in regard to the property which has come to her share and not to the share of the

defendant No.4. This position is obvious. The consent terms filed by the defendant No.5 cannot be taken to affect the share of any other defendant. The dispute between plaintiffs and defendant No.5 is disposed of in acordance with the consent terms. Notice of motion stands disposed of accordingly.

(S.A.BOBDE, J.)